

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: 12-04754/JW

SETTLEMENT ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
11/15/2017**



John E. Waites

US Bankruptcy Judge
District of South Carolina

Entered: 11/16/2017

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:) Bankruptcy Case No: 12-04754-W
) Chapter 13
Joseph Jackson Gibson)
aka Jay Gibson)
dba All Star Recovery)
dba All Star Towing and Recovery)
Debtor)
) **SETTLEMENT ORDER**
) **ON**
) **MOTION FOR RELIEF FROM**
) **AUTOMATIC STAY**
) (Value/Equity Exists Above Movant's Lien)
)

This matter comes before the Court on the Motion for Relief from the automatic stay filed by Specialized Loan Servicing LLC ("Movant"). The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property or security which is the subject of the motion is described as follows: 1018 Camp Wiggins Road, Florence, SC 29501

Upon the agreement of the parties, it is hereby ORDERED:

According to the certifications of facts, the value/equity in the subject property above the movant's lien is \$10,751.40.

As of October 10, 2017, Debtor(s) has accrued a post petition arrearage in the amount of \$9,690.71. The post petition arrearage consists of:

- Payments for the month(s) of October 1, 2016 through October 1, 2017, in the variable amount of \$753.50 to \$799.64 per month.
 Late charges in the amount of \$ _____.
 Attorney's fees and costs in the amount of \$ _____.
 Other costs (specify below) in the amount of \$ _____.

Debtor(s) shall continue to remit to Movant the regular post petition monthly payments beginning November 1, 2017, and continuing thereafter in accordance with the terms of the loan agreement and the chapter 13 plan.

In addition to the regular post petition monthly payments set forth above, Debtor(s) shall cure the post petition arrearage of \$9,690.71 as follows:

- Pay initial payment of \$ _____ by _____ 20 _____.
 Pay \$403.78 per month beginning November 1, 2017 for 12 months.
 Pay final payment of \$4,845.35 by November 1, 2018.

Failure to make a payment within 20 days from its due date shall be considered a default under the terms of this settlement order.

Payments shall be paid directly to Movant at: Specialized Loan Servicing LLC, P.O. Box 636007, Littleton, Colorado 80163

In the event of a default under the terms of this Order, Movant may file an affidavit of default and request for further hearing, and a hearing will be scheduled to determine whether relief from stay is warranted. The debtor and Trustee shall have ten (10) days from the date of service of the notice of further 362 hearing to object to the Movant's request for relief. If no timely objections are filed, the Court may grant relief without any further hearing.

Movant agrees to waive any claim arising under 11 U.S.C. §503(b) or §507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor's (s') default under the terms of this Settlement Order, Movant agrees that any funds received as a result of a lawful disposition of the security in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

is applicable to any order granting relief for default on this settlement order.
 x is not applicable to any order granting relief for default on this Settlement Order.

AND IT IS SO ORDERED.

WE SO MOVE AND CONSENT:



Lawrence W. Johnson, Jr.
JOHNSON LAW FIRM, P.A.
PO Box 883
Columbia, SC 29202
(803) 771-1500
District Court I.D. #2200



Nancy E. Johnson by 
Linda J. of Express permit
Reed Law Firm, P.A.
220 Stoneridge Drive, Suite 301
Columbia, SC 29210
(803) 726-4888
District Court I.D. _____

CERTIFICATION:

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor(s) or the party obligated to pay.



Nancy E. Johnson
Attorney for the Debtor